



Hearing Aid
Insurance

POLICY WORDING

Welcome to

ASSETSURE

Insurance For Hearing Aids

This **policy** is underwritten by certain syndicates at Lloyd's of London and administered by Assetsure. It is important that **you** read this **policy** together with **your** current **schedule** and any endorsements carefully. If anything is not correct or it does not meet **your** insurance requirements please let us know immediately.

You should keep a record (including copies of letters) of all information **you** supply to **us** in connection with this contract of insurance. No change or modification to this **policy** shall be effective unless confirmed in writing by **us**.

The **amounts insured** should represent the full value of the **item insured**. If **you** are in any doubt speak to us.

You must take reasonable care not to make a misrepresentation to **us**. This means that all the answers **you** give and statements **you** make as part of your insurance application, including at renewal and when an amendment to **your policy** is required, should be honest and accurate. If **you** deliberately or carelessly misinform **us**, this could mean that part of or all of a claim may not be paid.



James Farley, Managing Director

IMPORTANT NOTE

PLEASE READ THIS POLICY DOCUMENT CAREFULLY AND ENSURE THAT IT MEETS YOUR REQUIREMENTS. IF YOU HAVE ANY QUERY PLEASE CONTACT ASSETSURE.

PLEASE KEEP THIS POLICY IN A SAFE PLACE YOU MAY NEED TO REFER TO IT IF YOU MAKE A CLAIM.

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Definitions

The following definitions apply to this **policy**. Each time the words below are used they will have the same meaning wherever they appear in the **policy** or **Schedule**. To help identify these words they will appear in **bold**.

Amount insured shall mean the amount shown on the **Schedule** for an individual item, or a category of items.

Damage shall mean physical **damage** or destruction

Item Insured shall mean each item that is individually insured

Hearing aid a small amplifying device worn to assist hearing

Loss shall mean physical loss or theft of the **item insured**

Home shall mean the private dwelling used as **your** main residence

Period of Insurance shall mean the period of cover shown on **your Schedule**

Policy shall mean and include all information provided to **us** as part of a proposal for the issue, renewal or amendment of the contract of insurance as set out in this document and shall incorporate the **Schedule** and any endorsements issued, all of which shall be incorporated in this document

Schedule shall mean the **Schedule** attached to or referred to in this **Policy**

Terrorism shall mean an act, including using or threatening to use force or violence which:

is committed by a person or group of people, whether acting alone or on behalf of or in connection with an organisation or government; and is for political, religious, ideological or similar reasons. This includes the intention to influence a government or to frighten the public or any section of the public

We, us, our, insurer shall mean the insurance company shown on **your Schedule**

You, your, insured shall mean the person(s) named in the **Schedule** and all permanent adult members of that person's household.

Excess The first portion of each and every loss you are required to pay. The amount of **Excess** is stated on your schedule of insurance.

What is covered

We will insure the **item(s) insured** as described in the **Schedule** against physical **loss** or physical **damage** up to the **amount insured** anywhere in the world during the **period of insurance**, subject to the terms, exclusions and conditions shown below.

What is not covered

We will not pay for:

1. **Loss** or **damage** occurring outside of the United Kingdom if you have been, or intend to be, away from the United Kingdom for more than 60 consecutive days.
2. Any disposable **hearing aid(s)**.
3. **Loss** or **damage** to batteries unless **hearing aid(s)** lost or damaged at the same time.
4. **Loss** or **damage** caused by battery leakage.
5. **Loss** or **damage** whilst you are swimming or involved in any water sport.
6. **Loss** or **damage** whilst you are in water.
7. **Damage** caused when with audiologists
8. Any routine repair, servicing, inspection, maintenance, cleaning, alteration or restoration costs;
9. **Loss** or **damage** caused by or resulting from natural ageing, wear and tear, gradual deterioration, inherent or latent defect, rust or oxidation, moth or vermin,
10. Electrical or Mechanical fault or breakdown.
11. Losses by theft or robbery which are not reported to the police within 24 hours of discovery;
12. **Loss** or **damage** occurring to any item in the care, custody or control of a postal courier unless the sending was arranged by a professional retailer from whom **you** purchased the item within the 30 days preceding the date of **loss**.
13. Any costs covered by any manufacturer's guarantee or warranty;
14. **Loss, damage**, costs or expenses arising directly or indirectly from biological or chemical contamination caused by or resulting from an act of terrorism. This includes poisoning, or preventing or limiting the use of an object, due to the effects of any biological or chemical agent;
15. **Loss** or **damage** arising directly or indirectly from nuclear reaction, nuclear radiation or radioactive contamination;
16. **Loss** or **damage** directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power;
17. **Loss, damage** or liability caused by or resulting from your property being confiscated, taken, damaged or destroyed by or under the order of any government or public authority;
18. **Loss** or **damage** caused by or resulting from criminal or deliberate acts committed by **you**.

Other Covers

Cost of Consulting and Re-Fitting

Following an insured loss, we will pay up to £150.00 maximum per annum in respect of any consultation and re-fitting charges.

How we pay claims

In all cases the most we will ever pay for any one item is:

For items individually specified: the amount shown on the **schedule** for that item.

The most **we** will pay in total for each incident of **loss** is the amount **insured**.

We will decide whether **we** repair, replace or offer a cash settlement.

General Conditions

Under Insurance

A proportionate reduction in any claims settlement will be made should you under insure (i.e. the sum insured you have chosen is less than the value of your hearing aid).

What to do in the event of a claim

You must tell **us** as soon as possible about any incident which **you** may need to claim for under this **policy**. **You** may contact the claims department on 0208 0033 191 or email on assetsure@cl-uk.com If an item is lost or stolen, **you** must also inform the police within 24 hours of the incident and obtain a crime reference number. If **you** fail to comply with any of the above duties this **policy** may become invalid. **You** must not authorise repair or restoration of any damaged item without **our** written agreement.

You must provide **us** with such information and assistance as **we** may reasonably require.

Onus of proof

In the event of any claim being made for **loss** of or **damage** to any insured item, the onus of proving the existence and value of the item shall be upon **you**.

Duty of care

You must take all reasonable care and measures to protect any **item insured** and to maintain them in a good state of repair and proper condition. If **you** do not, **we** will not have to pay any claim.

Cancellation

You are entitled to cancel this contract of insurance by writing to **us** within 30 days of either the date **you** receive this contract of insurance or the start of the **period of insurance**, whichever is the later, and receive a full premium refund.

You can also cancel this policy at any time by writing to **us**. **We** will refund any premium paid for the remaining **period of**

insurance, less our administration fee. If **you** made a claim during the current period of insurance no refund will be made.

We can cancel this **policy** by giving you 30 days' written notice by recorded delivery at **your** last known address shown in the Schedule. **We** will refund any premium paid for the remaining period of insurance less the administration charge of £2.50 providing that **you** have not made a claim during the current **period of insurance**.

Non-disclosure, misrepresentation and false claims

You must take reasonable care not to make a misrepresentation to **us**. This means that all the answers **you** give and statements **you** make as part of **your** insurance application, including at renewal and when an amendment to **your policy** is required, should be honest and accurate. If **you** deliberately or carelessly misinform **us**, or if **you** have made a false claim, this could mean that part of or all of a claim may not be paid.

Joint insureds

If there is more than one of **you**, the total amount **we** will pay will not exceed the amount we would be liable to pay to any one of **you**.

Recovered items

If **we** recover any **item(s) insured** after a loss, **we** will write to **you** at **your** correspondence address shown in the Schedule and **you** can buy it back from **us** within 60 days. We will charge:

- the amount **we** paid for **your** claim plus interest; or
- the fair market value of the item at the time **we** recover it; whichever is less.

If you recover any **item(s) insured** after a loss, then **you** must notify **us** as soon as it is reasonably possible by writing to:

Email: enquiries@assetsure.com

Claims Department

Assetsure

3rd Floor Peek House

20 Eastcheap

London EC3M 1EB

United Kingdom

Transfer of rights

If **we** make a payment under this **policy**, **we** will assume any recovery rights **you** have in connection with that **loss**, to the extent we have paid for the **loss**. All of **your** rights of recovery will become **our** rights to the extent of any payment **we** make under this **policy**. **You** must do everything necessary to secure such rights, do nothing after a loss to prejudice such rights, and give us all the information and assistance necessary for **us** to achieve a settlement.

Transfer of ownership following full payment

If **we** pay the full value for an item, pair or set, **we** will then have the right to take possession of it.

Important

Because of the fluctuations in prices **you** should review **your** sums insured on a regular basis to ensure **you** are adequately insured.

General Exclusions

WAR AND CIVIL WAR EXCLUSION

Notwithstanding anything to the contrary contained herein this **Policy** does not cover **Loss** or **Damage** directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or **Damage** to property by or under the order of any government or public or local authority.

Institute Radioactive Contamination, Chemical, Biological, Bio Chemical and Electromagnetic Weapons Exclusion Clause

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith. In no case shall this insurance cover **Loss Damage** liability or expense directly or indirectly caused by or contributed to by or arising from

- 1.1** ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- 1.2** the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- 1.3** any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- 1.4** the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
- 1.5** any chemical, biological, bio-chemical, or electromagnetic weapon.

Cyber and Data Exclusions Clause

We will not pay for any loss, damage, expense or legal liability directly or indirectly caused by, contributed to by or arising from electronic means or devices.

Provided that this exclusion does not apply to physical loss or physical damage to property insured which arises solely from an act or event which occurs accidentally, and which is not intended to cause harm.

Cyber Attack Exclusion Clause

1.1 Subject only to clauses 1.2 and 1.3 below, in no case shall this insurance cover **Loss Damage** liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

1.2 Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, clause 1.1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

1.3 It is understood and agreed that clause 1.1 shall not apply to an otherwise covered physical **Loss** of the subject matter insured directly caused by theft, robbery, burglary, hold-up or other criminal taking if a computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system is used in the commission of the act(s) of theft, burglary, robbery, hold-up or other criminal taking.

Terrorism Exclusion Endorsement

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes **Loss, Damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the **Loss**.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes **Loss, Damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Underwriters allege that by reason of this exclusion, any **Loss, Damage**, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Complaints

Should **you** be unhappy with the way in which **your** insurance is handled you should in the first instance make **your** concerns known to us:

*Customer Services Department
Assetsure
3rd Floor Peek House 20 Eastcheap London EC3M 1EB
Telephone: 020 7305 5601
Email: enquiries@assetsure.com*

Should **you** be unable to resolve **your** problem with us, then **you** may ask the Policyholder & Market Assistance Department at Lloyd's to review **your** case. Their details are:

*Policyholder & Market Assistance,
Lloyd's, One Lime Street,
London, EC3M 7HA
Telephone: 0207 327 5693*

Lloyd's are also members of Financial Ombudsman Service (FOS) and if **you** are still dissatisfied **you** have the option of contacting the FOS at:

*Financial Ombudsman Service,
South Quay Plaza, 183 Marsh Wall,
London, E14 9SR
Telephone: 0300 123 9123*

Financial Services Compensation Scheme

Hildon Park Limited and Lloyd's are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if **we** are unable to meet **our** obligations to **you** under this contract. If **you** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract. Further Information about the Scheme is available from:

*Financial Services Compensation Scheme,
7th floor Lloyd's Chambers,
Portsoken Street,
London E1 8BN*

and on their website: www.fscs.org.uk

Protecting your information

We take your privacy extremely seriously and we will only use your personal details in line with our Privacy Notice. Please read our Privacy Notice carefully (This document can be obtained by visiting our website.

<https://www.assetsure.com/privacy-policy>) and contact us immediately if you have any queries. Where necessary, where we would like to use your data for marketing purposes, we shall ask for your specific consent to do so. Your personal information includes all of the details you have given us to process your insurance policy (we will not ask for more information than is necessary). We may share your data with Third Parties for the provision and ongoing performance of your insurance policy. Your data may be transferred outside the UK. We will not sell, rent or trade your data under any circumstances. All of the personal information you supply to us will be handled strictly in accordance with the applicable Data Protection regulations and legislation.

Policy Holder Notes

Useful contact details

General queries and policy amendments:

Tel: 0208 0033 190

Email: admin@assetsure.com

Claims:

Tel: 0208 0033 191

Email: claims@assetsure.com

Assetsure is a trading name of Hildon Park Limited. Authorised and regulated by the Financial Conduct Authority
Registration number 592997

ASSETSURE

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